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This License Agreement ("Agreement") becomes effective Oct 11 2017 ("Effective Date") between **NEW VAR, INC.** a private corporation chartered in with principal office at, 4404 Technology Drive, Fremont, CA94538,USA. ("Licensor") and **University of California,Berkeley** ("Licensee",).

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This Agreement shall continue in effect commencing on the Effective Date. No reimbursement will be made to the paid fees by Licensors to Licensee, should Licensee choose to terminate when Licensors fulfills all obligations consistent with this license herein stated. Otherwise, Licensee entitles to a

proportionate refund equivalent to the remaining license term.

XI. RENEWAL

This agreement shall be renewable at the end of the current term for a successive term unless either party gives written notice of its intention not to renew forty-five (45) days before expiration of the current term.

XII. EARLY TERMINATION

In the event that either party believes that the other materially has breached any obligations under this Agreement, or if Licensor believes that Licensee has exceeded the scope of the License, such party shall so notify the breaching party in writing. The breaching party shall have thirty (30) days from the receipt of notice to cure the alleged breach and to notify the non-breaching party in writing that all reasonable efforts to cure have been effected. If all reasonable efforts to cure the breach are not taken within the thirty (30) day period, the non-breaching party shall have the right to terminate the Agreement without further notice.

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Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

XVI.ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written.

XVII.AMENDMENT

No modification or claimed waiver of any provision of this Agreement shall be valid except by written amendment signed by authorized representatives of Licensor and Licensee.

XVIII.SEVERABILITY

If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

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Waiver of any provision herein shall not be deemed a waiver of any other provision herein, nor shall waiver of any breach of this Agreement be construed as a continuing waiver of other breaches of the same or other provisions of this Agreement.

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94720
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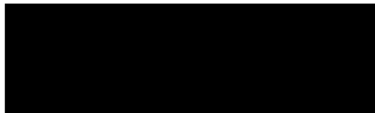
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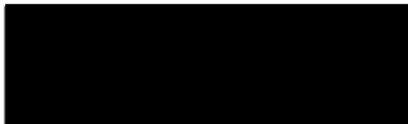
Technical support



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International sales



AS WITNESS the hands of the parties the day and year below first written

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Date: 12/20/2017

Position / Title: CEO

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Date: 12/18/2017

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